

09/28/2018

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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SEP 28 2018

BY:

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Henrik Fisker

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 09/24/2018

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: Fisker Inc.

Internal Address:

Street Address: 1580 Francisco Street

City: Los Angeles

State: CA

Country: Zip: 90501

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

29/630,931

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Michael Shariff Esq. / Inventa Capital PLC

Internal Address:

Street Address: 40900 Woodward Avenue, Suite 111

City: Bloomfield Hills

State: MI Zip: 48304

Phone Number: 248 6863966

Docket Number: 060499.0020

Email Address: inventacapital@gmail.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$50.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

10/09/2018 KNGUYEN1 00000019 29630931
Deposit Account Number

Authorized User Name

50.00 00

9. Signature:

Signature

09/24/2018

Date

Michael Shariff

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT

I, Henrik Fisker, hereinafter referred to as the "Assignor", have made certain inventions in:

AUTOMOTIVE VEHICLE

hereinafter referred to as the "Invention," invented by the Assignor and as, at least in part, disclosed, described, claimed, and/or intended to be in United States Design Patent Application serial No. 29/630,931, which was filed on 12/23/2017, hereinafter referred to collectively as the "Application." For good, valuable and sufficient consideration to the Assignor, the receipt of which is hereby acknowledged, the Assignor do hereby sells, assigns and transfers to Fisker, Inc., located at 1580 Francisco Street Los Angeles, CA 90501, hereinafter referred to as the "Assignee,"

- (i) all of the entire worldwide right, title and interest in, to and under the Invention,
- (ii) all of the entire worldwide right, title and interest, together with all rights of priority, in, to and under the Application,
- (iii) all of the entire worldwide right, title and interest, together with all rights of priority, in, to and under the portions, in whole or in part, of any and all applications based on or arising from the Invention or the Application, including provisional, utility, design, international, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof, and
- (iv) all of the entire worldwide right, title and interest, together with all rights of priority and rights of action for infringement, in, to and under the portions, in whole or in part, of any and all patents based on or arising from the Invention or the Application, including utility, design, international, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof,

in all countries, United States and foreign, and under any applicable treaty or convention, which include but are not limited to:

- (a) all past, present and future rights and privileges, legal, equitable and otherwise, including, to the extent permissible by law, rights and privileges related to the Assignor's attorney-client relationship,
- (b) all past, present and future causes of action, including causes of action for infringement and misappropriation, whether committed or accruing before, on or after the effective date of this assignment, and
- (c) all past, present and future remedies for damages and profits,

as related to the Invention, the Application and the portions, in whole or part, of any and all applications or patents based on or arising from the Invention or the Application, to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, the above, including items (i) through (iv) and (a) through (c), hereinafter referred to as the "Property and Related Rights."

The Assignor hereby COVENANTS AND WARRANTS that the Assignor have not executed and shall not execute any writing or perform any act whatsoever conflicting with this Assignment. This covenant and warranty includes, but is not limited to, a representation to the Assignee that no assignment, grant, mortgage, license, encumbrance or other agreement affecting any portion, in whole or in part, of the Property and Related Rights has been made to any party by the Assignor, and that the full right and authority to convey the Property and Related Rights as herein expressed is possessed by the Assignor.

The Assignor hereby further COVENANTS AND WARRANTS that the Assignor will, without further consideration or payments to the Assignor but at the Assignee's expense, perform the following as relating to the Invention, the Application and the portions of any and all applications or patents based on or arising from the Invention or the Application in all countries, United States and foreign, and under any applicable treaty or convention:

- (1) communicate any and all facts and information known to the Assignor respecting the Property and Related Rights to the Assignee and the Assignee's affiliates, legal representatives and successors;
- (2) sign, execute and deliver any and all other papers necessary or desirable to perfect the title to all of the entire right and interest, together with all rights of priority in, to and under the Invention, the Application and the portions, in whole or in part, of any and all applications or patents based on or arising from the Invention or the Application, including all rightful oaths, declarations, assignments, powers of attorney and other related papers, in and for the use of the Assignee and the Assignee's affiliates, legal representatives and successors;
- (3) testify in any legal or quasi-legal proceedings regarding any and all facts known to the Assignor relating to the Property and Related Rights as requested by the Assignee and the Assignee's affiliates, legal representatives and successors;
- (4) act in the benefit of the Assignee, including not engaging in any acts resulting in intentional or unintentional waiver of attorney-client privileges, as relating to the Property and Related Rights without express written authorization by the Assignee, and, in the event that there is a waiver of attorney-client privileges, assert that any partial waiver of attorney-client privileges does not constitute a total waiver of attorney-client privileges; and
- (5) generally do everything reasonable to aid in securing, maintaining and enforcing proper protection for the Property and Related Rights in the Assignee and the Assignee's affiliates, legal representatives and successors.

The Assignor hereby agrees that any partial waiver of the Assignor's attorney-client rights and privileges as related to the Property and Related Rights, whether inadvertent, willful, past, present or future, will not constitute a total waiver of the Assignor's attorney-client rights and privileges.

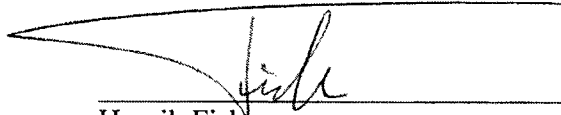
The Assignor hereby authorizes and requests the Honorable Commissioner for Patents to issue any aforesaid patent to the Assignee and the Assignee's affiliates, legal representatives and successors.

This Assignment embodies the complete agreement between the parties and shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the laws of the United States, and in particular in accordance with the laws of

the State of California, without reference to the conflict of laws principles thereof. It is further understood that Assignor consents to the courts of California in connection with any dispute arising under the Assignment.

If any provision of this Assignment shall be ruled invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions of this Assignment, which remaining portions shall continue in full force and effect as if this Assignment had been executed with the invalid portion eliminated.

This Assignment is hereby made effective as of September 24, 2018, or effective as of the conception date of the Invention if earlier.



Henrik Fisker